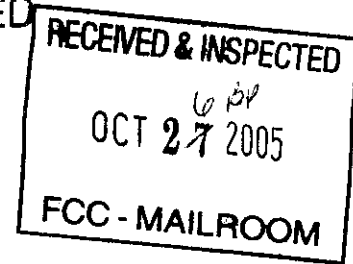




passionate about qualitySM



October 24, 2005

VIA ELECTRONIC MAIL AND OVERNIGHT MAIL

Marlene H. Dortch
Office of the Secretary
Federal Communications Commission
445 12th Street, S.W.
Washington, DC 20554

ORIGINAL

DOCKET FILE COPY ORIGINAL

Re: Ex Parte Communication, WC Docket No. 05-196
Subscriber Acknowledgement Report, October 24, 2005

Dear Secretary Dortch:

In response to the Federal Communications Commission's ("Commission") rules spelled out in the *First Report and Order* in the subject-named dockets governing voice over internet protocol ("VoIP") 911 capabilities, PAETEC Communications, Inc. ("PAETEC") is making every effort to comply with the Commission's rules. Accordingly, PAETEC takes the opportunity here to update its progress in implementing the requirements as spelled out in section 9.5(e)(1).

PAETEC does not offer interconnected VoIP services to mass-market customers. Further, PAETEC is currently developing its VoIP retail product and has rolled out only a de minimis number of commercial test applications to certain vertical market customers as of the end of August 2005. Specifically, PAETEC has established three test VoIP services. Two offerings are at college and/or university locations and one offering is a commercial enterprise application. In the college/university applications, the contracted subscriber of PAETEC's services is the college/university and not the individual students residing on campus(s). Regardless, in light of the new Commission requirements regarding subscriber disclosure and subsequent affirmation as a condition of provision of services, PAETEC has presented documentation advising its subscribers of the differences and limitations between traditional wireline E911/911 services and those provided via interconnected VoIP services. A copy of the disclosure we currently provide our subscribers and will provide to future subscribers is attached.

PAETEC, as a long-standing, facilities-based competitive local exchange carrier ("CLEC") has substantial experience in provisioning wireline E911/911 services to include monitoring and maintaining associated databases, signaling and interconnection with incumbent local exchange carriers and public safety agencies and public safety answering points ("PSAP").

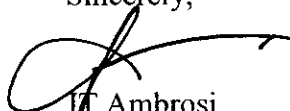
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List A B C D E

Despite our efforts, one of our test subscribers, for reasons of their own, has had certain reservations regarding affirmative acknowledgment of PAETEC's VoIP E911/911 disclosure language. PAETEC's legal and regulatory representatives continue to work with this subscriber to resolve the outstanding issues relating to the disclosure language.

Noting PAETEC's minimal active VoIP customer base and our efforts to ensure 100% of current and future subscribers affirmatively acknowledge receipt of the required disclosure, PAETEC is confident that the progress is being made and we will continue to advise the Commission on the status accordingly.

Pursuant to the FCC's rules, an original and four copies of this filing are being submitted as per above referenced proceedings. Please date stamp and return the enclosed extra copy of this filing in the enclosed self addressed, stamped envelope.

Sincerely,

A handwritten signature in black ink, appearing to read 'JJ Ambrosi', with a large, stylized loop at the beginning.

JJ Ambrosi

Vice President, Carrier and Government Relations

Enclosure

Cc: Byron McCoy
Kathy Berthot
Janice Myles
Best Copy and Printing Inc. (BCPI)

ATTACHMENT A

IMPORTANT CUSTOMER INFORMATION REGARDING EMERGENCY SERVICES- 911 DIALING

Dear PAETEC Customer:

You have, or are about to, purchase or subscribe to PAETEC's Voice over Internet Protocol ("VoIP") services.

PAETEC is required by Federal Communications Commission rules to inform you of the some potential limitations or differences in your ability to access emergency services personnel or equipment via the 911 network in your community to which you have become accustomed.

You will continue to enjoy the benefits of 911 services via our VoIP services, however, it is important that you review the information in the enclosed attachment.

Thank you for being a PAETEC customer and we look forward to serving you in the future. If you have any questions regarding this information, please contact your PAETEC account team or customer service at 877-340-2600.

PAETEC Communications, Inc.

The PAETEC customer acknowledges receipt and understanding of the information herein. Failure to acknowledge this information here will prevent PAETEC from providing the customer access to its VoIP service.

Customer Name _____

Customer Signature _____

Date _____

ATTACHMENT

IMPORTANT CUSTOMER INFORMATION REGARDING EMERGENCY SERVICES- 911 DIALING

Non-Availability of Traditional 911 or E911 Dialing Service

You, the customer, acknowledge and understand that PAETEC service ("Service") does NOT support traditional 911 or E911 access to emergency services. PAETEC does offer 911 and E911-type service, but you acknowledge and understand that 911-type dialing is NOT automatic, that you must separately take affirmative steps, as described in this Attachment, to activate such 911-type dialing capabilities and that such 911-type dialing is different in a number of important ways (some, but not necessarily all, of which are described in this Attachment) from traditional 911 service. You agree to inform any household, dorm room residents, guests or visitors at your residence or business and any other third persons who may be present at the physical location where you utilize the Service of the non-availability of traditional 911 or E911 dialing from your PAETEC Service and device(s). If you activate PAETEC 911-type dialing service, you agree to inform any third persons who may be present at the physical location where you utilize the Service as to the important differences and limitations of PAETEC 911 dialing service as compared with traditional 911 or E911 dialing that are set forth in this Attachment.

Description of 911-Type Dialing Capabilities - Activation Required

PAETEC does offer a 911-type and E911-type dialing service in the U.S. You acknowledge and understand that 911-type dialing is NOT automatic. You must coordinate with PAETEC representatives to identify the location of your VoIP equipment, its assigned telephone number and its physical address so that the 911dialing feature can be successfully activated. You acknowledge and understand that you cannot dial 911 from this line unless and until you have been notified by PAETEC received a confirming electronic mail or phone call. Once you have received a confirming electronic mail or phone call that 911 dialing has been successfully activated, you may dial 911 as needed. When you dial 911, your call is routed from the PAETEC network to the Public Safety Answering Point (PSAP) or local emergency service personnel designated for the address that you listed at the time of activation. Neither PAETEC nor its officers or employees may be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to 911 dialing unless it is proven that the act or omission proximately causing the claim, damage, or loss constitutes gross negligence, recklessness, or intentional misconduct on the part of PAETEC. You agree to indemnify and hold harmless PAETEC from any claim or action arising out of misroutes of 911 calls, including but not limited to your failure to follow correct activation procedures for 911 calling or your provision to PAETEC of incorrect information in connection therewith.

Power Failure, Disruptions or Suspension of Your Account

You acknowledge and understand that 911 dialing does not function in the event of a power failure or disruption. Should there be an interruption in the power supply, the Service and 911 dialing **WILL NOT** function until power is restored. A power failure or disruption may require

you to reset or reconfigure equipment prior to utilizing the Service or 911 dialing. You also understand that service outages or suspension or termination of service by your broadband provider and/or ISP or by PAETEC may prevent ALL Service including 911 dialing. You acknowledge and understand that service outages due to suspension of your account as a result of billing issues may prevent ALL Service, including 911 dialing. You acknowledge and understand that if there is a service outage for ANY reason, such outage may prevent ALL Service, including 911 dialing. Such outages may occur for a variety of reasons, including, but not limited to those reasons described elsewhere in this Attachment.

Limitation of Liability and Indemnification

You acknowledge and understand that PAETEC's liability is limited for any Service outage and/or inability to dial 911 from your line or to access emergency service personnel, as set forth in this Attachment and PAETEC Communications, Inc. applicable standard terms and conditions of service. You agree to defend, indemnify, and hold harmless PAETEC, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to Customer in connection with this Attachment or the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys fees) by, or on behalf of, Customer or any third party or user of Customer's Service relating to the absence, failure or outage of the Service, including 911 dialing and/or inability of Customer or any third person or party or user of Customer's Service to be able to dial 911 or to access emergency service personnel.

911 Dialing Requires Activation

You acknowledge and understand that 911 dialing does not function unless you have successfully coordinated with PAETEC representatives to identify the location of your VoIP equipment, its assigned telephone number and its physical address to activate the 911 dialing feature and until such later date that such activation has been confirmed to you through a confirming email or telephone call. You acknowledge and understand that you cannot dial 911 from this line unless and until you have received a confirming email or telephone call.

Failure to Designate the Correct Physical Address When Activating 911 Dialing

Failure to provide the current and correct physical address and location of your PAETEC equipment by following the instructions from the designated PAETEC representative will result in any 911 communication you may make being routed to the incorrect local emergency service provider. This must be the actual physical street address where you are located, not a post office box, mail drop or similar address.

Requires Re-Activation if You Change Your Number or Add or Port New Numbers

You acknowledge and understand that 911 dialing does not function if you change your phone number or (for such newly added or ported numbers) if you add or port new numbers to your account, unless and until you have successfully activated the 911 dialing feature for your changed, newly added or newly ported numbers by coordinating with PAETEC via the onsite PAETEC representatives or PAETEC Customer Service at 877-340-2600 and until such later date

that such activation has been confirmed to you through a confirming phone call or email. Although you may have activated 911 dialing with your former PAETEC phone numbers, you must separately activate 911 dialing for any changed or newly added or ported numbers.

Requires Re-Activation if You Move or Change Location

You acknowledge and understand that 911 dialing does not function properly or at all if you move or otherwise change the physical location of your PAETEC equipment to a different street address or physical location, unless and until you have successfully activated the 911 dialing feature following the instructions from PAETEC Customer Service or your onsite PAETEC representative, and until such later date that such activation has been confirmed to you through a confirming phone call or email. 911 dialing must be re-activated although you may have activated 911 dialing using your former address, and you must separately activate 911 dialing for any new physical address. Failure to provide the current and correct physical address and location of your PAETEC equipment will result in any 911 dialing you may make being routed to the incorrect local emergency service provider. **IF YOU MOVE YOUR VoIP EQUIPMENT TO A LOCATION NOT CURRENTLY SERVED BY PAETEC, WE WILL NOT PROVIDE SERVICE TO YOU AT THAT LOCATION.**

Possibility of Network Congestion and/or Reduced Speed for Routing or Answering 911

Due to the technical constraints on the manner in which it is possible to provide the 911 dialing feature for PAETEC Service at this time, you acknowledge and understand that there is a greater possibility of network congestion and/or reduced speed in the routing of a 911 communication made utilizing your PAETEC equipment as compared to traditional 911 dialing over traditional public telephone networks. You acknowledge and accept that PAETEC relies on third parties for the forwarding of information underlying such routing, and accordingly PAETEC and its third party provider(s) disclaim any and all liability or responsibility in the event such information or routing is incorrect. PAETEC or its officers or employees, may not be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to 911 dialing unless it is proven that the act or omission proximately causing the claim, damage, or loss constitutes gross negligence, recklessness, or intentional misconduct on the part of PAETEC.

Telephone Number Identification

At this time in the technical development of PAETEC 911 dialing, it is possible for the Public Safety Answering Point (PSAP) and the local emergency personnel to identify your phone number when you dial 911 provided the customer provides the correct information in the initial Service set-up stage. PAETEC's system is configured in most instances to send the automatic number identification ("ANI"); however, the PSAP itself must be able to receive the information and pass it along properly. PSAPs are not yet always technically capable of doing so. You acknowledge and understand that PSAP and emergency personnel may or may not be able to identify your phone number in order to call you back if the call is unable to be completed, is

dropped or disconnected, or if you are unable to speak to tell them your phone number and/or if the Service is not operational for any reason, including without limitation those listed elsewhere in this Attachment. In addition, your VoIP service may be routed through another piece of equipment at your hotel, college, university or other service location. That organization may aggregate this service through on premise switching or private branch exchange equipment. Although unlikely, that equipment may also not be always technically capable of passing ANI to PAETEC. In this unlikely circumstance, you acknowledge and understand that PSAP and emergency personnel may or may not be able to identify your phone number in order to call you back if the call is unable to be completed, dropped or disconnected or if you are unable to speak to tell them your phone number and/or if the Service is not operational for any reason, including without limitation this, and other circumstances, listed elsewhere in this Attachment.

Automated Location Identification

At this time in the technical development of PAETEC 911 dialing, it is possible to transmit identification of the address that you have provided to PAETEC representatives and is listed to the Public Safety Answering Point (PSAP) and local emergency personnel for your area when you dial 911 provided you acknowledge and understand the information necessary to populate this information in your initial service set-up process. You acknowledge and understand that PSAP and emergency personnel will not be able to find your location if the call is unable to be completed, is dropped or disconnected or is subject to the limitations of aggregation equipment as described in the Telephone Number Identification information provided above. In these instances, if you are unable to speak to tell them your location and/or if the Service is not operational for any reason as described, including without limitation those listed elsewhere in this Attachment, your location information may not be presented to emergency personnel.